IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

ARBITRATION APPLICATION NO.20 OF 2006

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Pritish Nandy Communication
Ltd. ...Applicant

v/s.

White Feather Films Ltd. & Anr. ...Respondents

...

Mr.Anil Menon for the Applicant.
None for the Respondents.

...

CORAM: D.K.DESHMUKH, J.

DATED: 19TH AUGUST, 2006

P.C.:

This is an application filed under Section 11 of the Arbitration & Conciliation Act. Parties have entered

into an agreement dated 18th August, 2001. In that agreement, there is an arbitration clause, being clause (47), which reads as under:-

> 47. CHOICE OF LAW. This agreement is subject to the laws of India. In the event of any dispute arising between the parties hereto in respect of the agreement or in respect of interpretation of any clause herein, the said dispute shall be referred to a arbitration under the Arbitration and Conciliation Act 1996 and such arbitration proceedings shall be governed by the laws of India. The arbitration shall be held in Mumbai and the proceedings shall be conducted in English only. The award shall be final and binding on the Parties.

2. This arbitration clause was invoked by letter dated 10th March, 2003. In the petition it is stated that this letter was duly received by the Respondents. The Respondents have not appeared though they are served. An affidavit of service has been filed by the Applicant. There is no reply filed by the Respondents controverting the averments made

in the application. In the absence of any reply, accepting the averments in the application at their face value and considering that in the arbitration clause the parties have not indicated the number of arbitrators, in terms of the provisions of Section 10 of the Arbitration Act, sole arbitrator will have to be appointed. Hon’ble Smt.Justice K.K.Baam (Retd.) is appointed as a sole arbitrator. Application disposed of.

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